

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE
DE-AM24-98OH20053PAGE OF PAGES
1 6

2. AMENDMENT / MODIFICATION NO. M004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION / PURCHASE REQ. NO. No PR	5. PROJECT No. (if applicable)
6. ISSUED BY U.S. Department of Energy Ohio Field Office P.O. Box 3020 Miamisburg, OH 45343-3020	CODE	7. ADMINISTERED BY (if other than Item 6) Same as Block 6	CODE
RALPH E. HOLLAND, Contracting Officer, (937) 865-4161			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Envirocare of Utah
46 West Broadway
Suite 116
Salt Lake City, UT 84101

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT / ORDER
NO.

DE-AM24-98OH20053

10B. DATED (SEE ITEM 13)
Jun 30 1998

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS / ORDERS,
IT MODIFIES CONTRACT / ORDER NO. AS DESCRIBED IN ITEM 14.

X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT / MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

See Page 2 through 6

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Susan P. Rice Vice President B/D	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ralph E. Holland Contracting Officer
15B. CONTRACTOR / OFFEROR <i>Susan P. Rice</i> (Signature of person authorized to sign)	15C. DATE SIGNED 06/26/00
16B. UNITED STATES OF AMERICA BY <i>Ralph E. Holland</i> (Signature of Contracting Officer)	16C. DATE SIGNED 6/28/00

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

Contract Review Approval		
Dept.	Date	Initial
Legal	6/26/00	gm

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

- a. The purpose of this modification is to establish the terms and conditions under which the contractor will provide the disposal of low level radioactive debris at soil disposal prices as specified in the basic contract; to revise the terms and conditions of the contract to reflect the current conditions specified in the contractor's applicable licenses and permits, and; to incorporate revised terms and conditions that reflect the negotiated agreement of the parties for contract years 3, 4, 5, and 6. The changes contained herein relating to contract years 4, 5, and 6 are applicable to option period one. Nothing contained herein shall be construed as an exercise of the government's unilateral option to extend the period of performance as specified in Article 2, OPTIONS TO EXTEND THE TERM OF THE CONTRACT.
- b. Terms and conditions for the disposal of debris at soil disposal prices are as follows.

1. Contract line items 0011, 0012, 0013, and 0014 are hereby established as follows:

Price Schedule Applicable for the Period of Performance June 30, 1999 through June 29, 2000

19. Item	20. Mode of Delivery	21. Estimated Quantity	22. Unit	23. Unit Price
0011	Debris Disposal at Soil Disposal Price by Lined Railcar, Including Bulk Container by Rail.	Included in Contract Line Item 0005.	Cubic Yard	\$134.92
0012	Debris Disposal at Soil Disposal Price by Lined Truck or Disposable Bags by Truck, Including Lined Bulk Container By Truck	Included in Contract Line Item 0005	Cubic Yard	\$134.71
0013	Debris Disposal at Soil Disposal Price by Lined Container by Railcar.	Included in Contract Line Item 0005.	Cubic Yard	\$163.58
0014	Debris Disposal at Soil Disposal Price by Lined Container by Truck.	Included in Contract Line Item 0005.	Cubic Yard	\$160.40

2. As a condition of receiving the disposal price as specified in items 0011 through 0014, the Government will:
- Ensure that debris to be disposed of at soil disposal prices arrives at the contractor's Clive, Utah disposal facility between one (1) and seven (7) calendar days prior to the arrival of a Fernald unit train. Failure to comply with this requirement will result in the debris delivered under items 0011 through 0014 being disposed of by the contractor and invoiced at the debris disposal price specified under line item 0005 of the contract;
 - Identify shipments of debris under line items 0011 through 0014 on Envirocare Form EC-98096 (5-Working-Day Advanced Shipment Notification Form). This identification will be provided in the comments section of Envirocare Form 98096 and will include, as a minimum, the shipment number(s) and applicable line item number for disposal of debris at soil prices, and; the volume of debris identified shall not exceed 10% of the volume of waste delivered by the Fernald unit train.
 - Assume all responsibility for coordinating the arrival of shipments to comply with the schedule conditions specified in paragraph 3.a. above.

- d. Oversize debris as defined by condition 55 of Envirocare's Radioactive Material License shall not qualify for shipment under these line items 0011 through 0014.
3. For purposes of calculating the contractor's obligation under Article 6, RECEIPT, OFFLOAD FOR DISPOSAL, AND RELEASE FOR RETURN, of the contract, shipments made under line items 0011 through 0014 will be considered to be first received for disposal on the date the Fernald unit train arrives at the contractor's Clive, Utah disposal facility. The Government shall be responsible for demurrage based upon the date of actual delivery to the facility and the date considered first received.
4. Line items 0011 through 0014 shall only be valid from May 25, 2000, through November 30, 2000. The Government and Contractor may agree to extend line items 0011 through 0014 beyond November 30, 2000 upon the Government and Contractor entering into a written amendment extending the time and price applicable to such extension.
5. The prices specified in line items 0011 through 0014 are not applicable if either the debris to be disposed of at soil prices or the Fernald unit train shipment is found to be in nonconformance with the contractor's applicable licenses or permits.
- c. As a result of the revision of the contractor's license precluding the treatment of waste to achieve conformance with the contractor's Waste Acceptance Criteria for level of radioactivity, contract line item 0007 is revised to read as follows:

19. Item	20. Mode of Delivery	22. Unit	23. Unit Price
0007	Waste Treatment as Required to Achieve Conformance with Applicable Waste Acceptance Criteria for Oversized Debris	Cubic Yard (CY)	\$440.63

In accordance with Condition 8, "Average concentration per container on receipt" of Envirocare's renewed Radioactive Materials License, the concentration of the Waste Material is required to meet the license limits at receipt. As a result, paragraph 12(d) of the Statement of Work is hereby deleted.

- d. For the Base Period of Performance and for all Option Periods, the method of measuring for purposes of payment is revised as follows:
1. For each of the subject periods of performance delete the paragraphs that read:
- Item 0002, Soil Disposal by Lined Truck, Item 0003, Soil Disposal by Lined Container by Railcar, 0004, Soil Disposal by Lined Container by Truck, and 0005, Debris Disposal (by Truck and Bulk Container Only) will be based on the average volume per conveyance calculated as follows:
- Three of the first ten containers/trucks (selected at random) will be weighed to establish the average net weight per conveyance for the individual waste stream. The average net weight (exclusive of the weight of the conveyance/container) of the waste stream, in tons, will be converted to volume by dividing the number of tons by a conversion factor of 1.35. The volume derived as a result of this calculation will be used as measurement for purposes of payment for all subsequent shipments under the individual waste stream, provided, however, that the standard volume per conveyance will be subject to adjustment in the event that periodic checks indicate a variance of plus or minus 12%.

2. Substitute the following paragraphs for each deleted paragraph:

Item 0002, Soil Disposal by Lined Truck, Item 0003, Soil Disposal by Lined Container by Railcar, Item 0004, Soil Disposal by Lined Container by Truck, and Item 0005, Debris Disposal (by Truck and Bulk Container Only) will be calculated as follows:

For the purposes of payment, the volume of material per shipment shall be determined by dividing the net weight (exclusive of the weight of the conveyance/container) of the waste, in tons, by a conversion factor of 1.35 tons per cubic yard. In the event that the volume of a shipment is calculated to be less than 80% of the rated volume of the conveyance/container, then the volume for purposes of payment shall be calculated to be 80% of the rated volume of the conveyance/container. In the event that the volume of a shipment is calculated to be greater than 120% of the rated volume of the conveyance/container, then the volume for purposes of payment shall be calculated to be 120% of the rated volume of the conveyance/container.

e. In consideration for the changes made in paragraph d. of this modification, the price schedule for the remainder of the base period and Option Period 1 is revised as follows:

1. The price schedule applicable for the Period of Performance June 30, 2000 through June 29, 2001 shall be as follows:

Item	Mode of Delivery	Unit	Unit Price
0001	Soil Disposal by Lined Railcar or Disposable Bulk Container by Rail	Cubic Yard	\$137.62
0002	Soil Disposal by Lined Truck or Disposable Bags by Truck	Cubic Yard	\$137.40
0003	Soil Disposal by Lined Container by Railcar.	Cubic Yard	\$166.85
0004	Soil Disposal by Lined Container by Truck.	Cubic Yard	\$163.61
0005	Debris Disposal by Truck, Rail or Container	Cubic Yard	\$395.69
0006	Waste Treatment as Required to Achieve Conformance with Applicable Waste Acceptance for Moisture Content	Cubic Yard	\$323.23
0007	Waste Treatment as Required to Achieve Conformance with Applicable Waste Acceptance Criteria for Oversized Debris	Cubic Yard	\$457.37
0008	Final Cleaning of Railcars for Unlimited Release	Railcar	\$538.72
0009	Final Cleaning of Trucks for Unlimited Release	Truck	\$215.49
0010	Final Cleaning of	Container	\$215.49

	Containers for Unlimited Release		
0011	Debris Disposal at Soil Disposal Price by Lined Railcar, Including Bulk Container by Rail.	Cubic Yard	\$137.62
0012	Debris Disposal at Soil Disposal Price by Lined Truck or Disposable Bags by Truck, Including Lined Bulk Container By Truck	Cubic Yard	\$137.40
0013	Debris Disposal at Soil Disposal Price by Lined Container by Railcar.	Cubic Yard	\$166.85
0014	Debris Disposal at Soil Disposal Price by Lined Container by Truck.	Cubic Yard	\$163.61

2. The price schedule applicable for Option Period 1, Three (3) Years from the End of the Base Period of Performance, if exercised, shall be as follows:

Item	Mode of Delivery	Unit	Unit Price**
0001	Soil Disposal by Lined Railcar or Disposable Bulk Container by Rail	Cubic Yard	\$140.37
0002	Soil Disposal by Lined Truck or Disposable Bags by Truck	Cubic Yard	\$140.15
0003	Soil Disposal by Lined Container by Railcar.	Cubic Yard	\$170.19
0004	Soil Disposal by Lined Container by Truck.	Cubic Yard	\$166.88
0005	Debris Disposal by Truck, Rail or Container	Cubic Yard	\$397.14
0006	Waste Treatment as Required to Achieve Conformance with Applicable Waste Acceptance for Moisture Content	Cubic Yard	\$400.00
0007	Waste Treatment as Required to Achieve Conformance with Applicable Waste Acceptance Criteria for Oversized Debris	Cubic Yard	\$ 524.50
0008	Final Cleaning of Railcars for Unlimited	Railcar	\$600.00

	Release		
0009	Final Cleaning of Trucks for Unlimited Release	Truck	\$300.00
0010	Final Cleaning of Containers for Unlimited Release	Container	\$300.00
0011	Debris Disposal at Soil Disposal Price by Lined Railcar, Including Bulk Container by Rail.	Cubic Yard	\$140.37
0012	Debris Disposal at Soil Disposal Price by Lined Truck or Disposable Bags by Truck, Including Lined Bulk Container By Truck	Cubic Yard	\$140.15
0013	Debris Disposal at Soil Disposal Price by Lined Container by Railcar.	Cubic Yard	\$170.19
0014	Debris Disposal at Soil Disposal Price by Lined Container by Truck.	Cubic Yard	\$166.88

**Each Year the unit prices will be increased by an annual escalation factor of 2% for Items 0001, 0002, 0003, 0004, 0011, 0012, 0013, and 0014 and 3.8% for Items 0005, 0006, 0007, 0008, 0009 and 0010. The unit prices specified above are applicable for Contract Year Four (4); Contract Year Five (5) prices will be 2% higher than Contract Year Four (4) prices for Items 0001, 0002, 0003, 0004, 0011, 0012, 0013, and 0014 and 3.8% higher for Items 0005, 0006, 0007, 0008, 0009 and 0010; Contract Year Six (6) prices will be 2% higher than Contract Year Five (5) prices for Items 0001, 0002, 0003, 0004, 0011, 0012, 0013, and 0014 and 3.8% higher for Items 0005, 0006, 0007, 0008, 0009 and 0010.

f. As a result of a revision of the applicable DOE Order entitled "Radioactive Waste Management", all references to DOE Order 5820.2a, Radioactive Waste Management, are hereby revised to read as follows: DOE Order 435.1, Radioactive Waste Management or, as applicable, the predecessor Order, DOE Order 5820.2a, Radioactive Waste Management.

g. All other terms and conditions of the contract, as modified, remain unchanged.